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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant CMGRP, Inc. d/b/a Weber Shandwick	2. Registration No. 3911
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3. This amendment is filed to accomplish the following indicated purpose or purposes:

- ☐ To give a 10-day notice of change in information as required by Section 2(b) of the Act.
- ☐ To correct a deficiency in
- ☐ Initial Statement
- ☒ Supplemental Statement for the period ending June 1, 2003
- ☐ Other purpose (specify): \_\_\_\_\_
- ☐ To give notice of change in an exhibit previously filed.

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4. If this amendment requires the filing of a document or documents, please list -  
Attachment 1 -- List of services provided to foreign principal Canadian Tourism Commission for the period from January through June 2003.  
Contract for Public Relations and Related Services between Weber Shandwick and Canadian Tourism Commission for the period from March 1, 2003 through February 29, 2004.

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (If space is insufficient, a full insert page must be used.)  
The original Supplemental Statement for this period did not disclose the Canadian Tourism Commission as a foreign principal serviced during this period in response to Item 9. Due to the passage of time the registrant does not have records of funds received from this foreign principal (Item 14), or expenses incurred on its behalf (Item 16), but has a description of services provided (Item 11).

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EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

November 19, 2010

(Type or print name under each signature<sup>1</sup>)



Andrew J. Kameros

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<sup>1</sup> This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

**Weber Shandwick**  
**Canadian Tourism Commission**  
**Jan. – June 2003**  
**Status Report**

<i>Weber Shandwick performed the following activities on behalf of the CTC January 2003</i>	
<b>Activity</b>	<b>Status/Next Steps</b>
<b>Spa Packages Release</b>	Agency distributed release to a list of targeted media on 1/14/03.
<b>Family Travel Packages Release</b>	Agency forwarded initial release and distribution costs to CTC. Awaiting feedback.
<i>Florida Times Union</i> (circ: 165,105)	Agency forwarded Belinda Hulin's request for travel to Montréal and Québec City to CTC. Awaiting approval to move forward and work with partners.
<i>Boston Herald</i> (circ:242,947)	Agency secured travel for Lauren Kramer to travel to Vancouver Island. Agency will follow up with partners to arrange Lauren's itinerary.
<i>Valeria Escobari</i> <i>Freelancer</i>	Agency secured travel for Valeria Escobari to travel to Northeast Canada. Valeria is the travel editor of three magazines, including <i>Lincoln Road</i> (circ. 30,000), <i>Poder</i> (circ. 90,000) and <i>Loft</i> (circ. 75,000). Agency to follow up with partners to arrange Valeria's itinerary.
<i>Voyageur</i> (circ:160,000)	Agency secured travel for Deanna Abrams to travel to Nova Scotia. Agency will follow up with partners to arrange Deanna's itinerary.
<i>Food Network/Fine Living Network</i> (80 million/20 million households)	Agency secured interest from Follow Productions to shoot an upcoming segment of <i>Follow that Food</i> in Canada. The production company will also be filming for <i>The Genuine Article</i> and <i>Best for Less</i> . Requested and received feedback from CTC regarding locations for these shoots. Agency to continue follow-up with production company.
<i>Pierre Wolfe's "America's Travel &amp; Dining Guide" radio show</i> (250,000 listeners)	Agency secured interview for Monica Campbell-Hoppé on Jan. 11; topics covered general travel to Canada
<i>Travel Marketing Group</i>	At the CTC's request, agency followed up with Travel Marketing Group. Forwarded our recommendation to provide images. Liaised with partners to obtain images and forwarded to TMG for consideration.

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**Canadian Tourism Commission**  
**Jan. – June 2003**  
**Status Report**

<i>Travel Café</i> (150,000 viewers)	Provided background information on the program.
<i>Livin' Large</i> (679,000 viewers)	Provided background information on the program.
<i>Black Men Magazine</i> (circ: 450,000)	Liaised with the PR contact at the Ice-Hotel to obtain images for upcoming article.
<i>Diana Burrell</i> <i>Freelancer</i>	Pitched the value of Canada for consideration in upcoming summer travel story. Diana is focusing in the U.S., but will keep Canada in mind for future stories.
<i>Kathy McCabe</i> <i>Freelancer</i>	Freelancer developing piece for national travel magazine. Pitched packages for singles to travel to British Columbia.
<i>Outside</i> (circ: 649,420)	Agency pitched Yukon story angle to Jennifer Wilson. Specifically focused on Klondike Rush Tour Route.
<b>Special Projects</b>	
<b>February Media Luncheon</b> <b>New York, February 12, 2003</b>	<p>The month of January was focused on preparations for the Media Luncheon.</p> <ul style="list-style-type: none"> <li>• Invitations were distributed to finalized media list. A final attendee list has been completed and includes 67 media as well as 19 non-media attendees. Follow-up with select top tier media continues.</li> <li>• Invitations were also distributed to five Canadian celebrities. Agency received declines or no response./</li> <li>• Forwarded menu and costs to CTC. Received feedback and finalized with Le Cirque 2000.</li> <li>• Flowers, nametags and canvas bags were ordered and WS awaits their arrival.</li> <li>• Agency also developed a list of prizes to be donated by participating partners.</li> <li>• Agency printed reserved table signs, flower identification cards and menus.</li> </ul>
<b>British Columbia Press Trip</b>	<p>Coordinating Feb. 26-March 2 Vancouver Island trips with Tourism BC. Created and distributed invitation to media list. Following up with invitees. Media secured to date include: <i>Dallas Morning News</i>, <i>Orange Coast Magazine</i>, <i>Women's World</i>, <i>Physicians' Travel and Hamptons</i>.</p>

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<b>Media Marketplace New York, May 5-6, 2003</b>	<ul style="list-style-type: none"> <li>Agency approached and confirmed Ruth Reichl as the key-note speaker.</li> <li>Provided feedback to revised schedule of events.</li> <li>Received 2003 Media Contacts books and they will be stored until May</li> </ul>
<b>Clipping Service</b>	Agency to provide Susan Iris with a cost breakdown by province on a monthly basis.
<b>Press Kits</b>	Agency liaised with Bacons to create 100 additional press kits for the February luncheon and press trip.
<b>Meetings/Conference Calls</b>	
<b>WS/CTC Conference Call January 30, 2003</b>	Agency held conference call with CTC to discuss upcoming media luncheon. Discussion included seating, floral centerpieces, menu, magazine unveiling, event schedule, and take away items as well as other details. Also discussed agency year-end recap to be forwarded to CTC.
<b>WS/VIA Rail/M. Silver Associates Conference Call January 28, 2003</b>	Agency participated in conference call where M. Silver Associates expressed interest in working with Weber Shandwick/CTC on an upcoming spring or summer group press trip
<b>WS/Rocky Mountaineer Railtours/M. Booth &amp; Associates Meeting January 8, 2003</b>	Introductory meeting with RMR's new agency. Discussed ideas for upcoming projects wherever we can collaborate.
<b>Press Trips/Special Events Marketing Partnerships</b>	
<b>Wayne Brady Show</b>	After learning the show has mentioned Canada several times, agency contacted show to offer trip giveaways to Canada. Producers expressed a great interest in this. Follow-up continues.
<b>Holiday Windows</b>	Agency currently contacting various department stores to determine protocol and timeline for window displays.
<b>Record-Herald News</b>	Agency forwarded CTC logos to the publication for inclusion. Contest currently being conducted. Agency secured copies of the publication and will forward to the CTC.
<b>McDonald's</b>	McDonald's communicated a pullback on all promotions until spring due to finances. Expressed their interest in working with the CTC in Spring 2003. Agency to follow-up with McDonald's at the appropriate time.

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<b>Bergdorf Goodman</b>	Final ad was approved. Bergdorf expressed interest in including the package in the Rewards Editorial Spread for the March 2003 issue and we are awaiting for Bergdorf to forward for review and approval.
<b>EXHIBITION PROMOTION - MONTREAL</b>	
<b>Canada Wardrobe Items</b>	Susan Iris is following up regarding the University of Toronto apparel order. These items are needed ASAP for placement.
<b>FILM PROMOTIONS</b>	
<b>X-Men II (20th Century Fox)</b>	Susan & Tara met with Fox to discuss promotional opportunities. CTC committed to (50) trips to be given away as sweepstakes prizes. Waiting for an outline from Fox of all of the opportunities in order to determine best use of trips. Opportunities could include: sweepstakes on FX, Dr. Pepper, Valu Pak, Knight Ridder, in-theatre promotions, radio and national media. CTC will also bring Travelocity as a partner & will develop a micro-site. Susan has production stills from the Alberta shoot that could be used with a press release (needs to be submitted to Fox for approval first). Susan to determine if CTC colleagues internationally are interested in similar opportunities in their respective markets.
<b>PRODUCT PLACEMENT OUTREACH</b>	
<b>Malcolm in the Middle (Fox)</b>	There is an opportunity to dress a kiosk with Niagara Falls materials at a bridal fair expo. They will be filming the first week of February. Waiting for response from Niagara Falls about what materials are available.
<b>Will &amp; Grace (NBC)</b>	One "Gay Games" T-shirt sent to wardrobe for possible placement on the show. Following-up.
<b>Queer as Folk (Showtime)</b>	One "Gay Games" T-shirt sent to wardrobe for possible placement on the show. Production asked for more materials – posters, brochures, etc. – for placement. Waiting for response from Montréal. Also pitching the possibility of incorporating the Montréal "Gay Games" into an episode.
<b>Amazing Race (CBS)</b>	Left message for Producer about shooting in Alberta next season. His assistant said that the show has not yet been picked up for next year, but would pass along our message. Will check back in a few weeks.

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*Fine Living Network*  
*(viewers:20 million households)*

Agency provided information and recommendations to the CTC regarding a request from a production company to shoot a series for “Your Own Private Island” in Canada.

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<b>Partner Support</b>	
<b>Niagara Wine and Food Classic</b>	Agency provided a comprehensive media list to Laura Ip of top national outlets; top 50 newspaper travel editors, food and travel freelancers as well as broadcast and radio outlets.
<b>Prince Edward Island</b>	Agency provided recommendations regarding hosting journalists from the International Food, Wine and Travel Writers Association.
<b>CTC/Travel Trade Atlanta</b>	Agency provided a region-specific travel trade list to Tiffany Thompson to be used for the SeaTrade in Miami.
<b>Special Projects</b>	
<b>February Media Luncheon New York, February 12, 2003</b>	<ul style="list-style-type: none"> <li>• Agency finalized preparations for the luncheon including place settings, attendees, seating arrangements, goodie bags and arrangements with Le Cirque 2000.</li> <li>• Agency participated in Luncheon on Feb. 12. These activities included overseeing the event, media relations, and assisting with partner relations.</li> <li>• Agency provided follow-up information to the CTC and participating partners including attendee lists and contact information.</li> <li>• Agency drafted and distributed a thank-you note to attending media.</li> <li>• Agency completed the CTC analysis form required after completion of a media event and forwarded to the CTC on 2/18.</li> </ul>
<b>Pure Canada Magazine Launch</b>	Agency drafted release announcing launch. Also currently drafting an introductory letter arranging for mass distribution of the magazine and letter to 400 key media.
<b>Desk Side Briefings</b>	Agency secured a meeting for Charles Lapointe with Joseph Siano at <i>The New York Times</i> for February 13 <sup>th</sup> , 2003.
<b>Media Marketplace New York, May 5-7, 2003</b>	<ul style="list-style-type: none"> <li>• Agency currently working to fill both the television and newspaper panels.</li> <li>• Liaising with 3 Way Street to set up a training session on media registration software on March 7<sup>th</sup>.</li> <li>• Agency printed and forwarded mailing labels to CTC to be used in the March postcard mailing.</li> </ul>



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<b>Clipping Service</b>	Agency provided Susan Iris with a cost breakdown by province. Agency to continue providing this service on a monthly basis. Facilitated reports and forwarded clips to participating partners and CTC.
<b>February Press Trip</b>	Coordinated Feb. 26–March 2 trip with Tourism BC and Tourism Victoria. Created and distributed invitation and media list. Followed up with invitees. Secured Sandra Ramani on assignment for the <i>Dallas Morning News</i> , Anastacia Grenda, Managing Editor for <i>Orange Coast Magazine</i> , Richard Irwin, Travel Editor for <i>Pasadena Star-News</i> , <i>Whittier Daily News</i> and <i>San Gabriel Valley Tribune</i> (Los Angeles Newspaper Group), and key freelancers, veteran photojournalist Dave Bartruff and home/garden travel writer Gretchen Goetz. WS representative attended trip to escort media. Submitted recap upon returning, and will continue to track stories as they run. Secured individual media trips for <i>Boston Herald</i> and <i>Hamptons</i> at a later date, since they could not make the trip because of timing.
<b>Meetings/Conference Calls</b>	
<b>WS/CTC Meeting February 12, 2003</b>	Agency was introduced to Charles Lapointe and Doug Fyfe discussed future direction.
<b>WS/CTC Meeting February 25, 2003</b>	Discussed the 2002 program and results. Agency to provide CTC with a more comprehensive re-cap of the year for the CTC to share with other partners. Also discussed upcoming activities and planning for 2003. Agency forwarded a Meeting Re-Cap to the CTC with action items and deadlines outlined.
<b>CTC/Dean and Deluca/WS Meeting February 26, 2003</b>	<ul style="list-style-type: none"> <li>• Agency participated in a meeting with the CTC and Dean and Deluca to discuss possible partnerships.</li> <li>• Agency forwarded leftover goodie bags from the luncheon to contacts at Dean and Deluca.</li> <li>• Agency also forwarded additional brainstorming ideas to the CTC for expanding the partnership with Dean and Deluca.</li> </ul>
<b>Public and Special Events Marketing Promotion</b>	
<b>Holiday Windows</b>	Rene Mack met with head of marketing for Saks Fifth Ave in Beverly Hills to discuss Mountie/diamond window ideas. Follow up continues to determine next steps.

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<b>Record-Herald News</b>	Contest concluded at the end of February. Copies were forwarded to the CTC and participating partners. Awaiting for winner to be chosen and then trip will be issued.
<b>Bergdorf Goodman</b>	Edits and approval to magazine editorial copy were received from the CTC and partners and forwarded onto Bergdorf. March issue that will include the editorial and ad will be out on March 15 and copies will be forwarded to CTC and partners. Currently awaiting to receive copy for brochures to provide edits and approval for April printing.
<b>ENTERTAINMENT WEEKLY MAGAZINE</b>	
<b>Canada Wardrobe Items</b>	Susan Iris is following up regarding the University of Toronto apparel order. These items are needed ASAP for placement.
<b>FILM PROMOTIONS</b>	
<b>X-Men II (20th Century Fox)</b>	<p>CTC giving (50) trips as sweepstakes prizes for the following X-Men 2 opportunities:</p> <ul style="list-style-type: none"> <li>○ In-theatre promotions with Loews, Cinemark and Regal</li> <li>○ Nickelodeon – (24) on-air spots w/ junior X-Men</li> <li>○ www.IGN.com gaming site sweepstakes</li> <li>○ <a href="http://www.x2-movie.com">www.x2-movie.com</a> sweepstakes</li> <li>○ Radio promos in top markets including: LA, Seattle, Portland, Phoenix, Denver, San Diego, Las Vegas, Salt Lake City, San Francisco, Philadelphia, Boston, Pittsburgh, Washington DC, Albany, Cincinnati, Orlando, Dallas, Houston, Minneapolis</li> <li>○ The Baltimore Sun promo ads</li> <li>○ The City Paper (Baltimore) full page ad</li> <li>○ Good Day New York :60 sec on air segment</li> <li>○ LA Times ads</li> <li>○ Chicago Sun Times – TBD</li> <li>○ Miami Herald – TBD</li> <li>○ Houston Chronicle ad and online</li> <li>○ Promo Ads in Riverfront</li> </ul>

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	<p>Times/Alternative Weekly (St. Louis)</p> <ul style="list-style-type: none"> <li>○ Kansas City Star ads</li> <li>○ St. Paul Pioneer Press (Minneapolis)</li> <li>○ CTC exploring tagging spring prints ads and/or radio</li> </ul> <p>Susan to determine if CTC colleagues internationally are interested in similar opportunities in their respective markets.</p>
<b>PRODUCT PLACEMENT OUTREACH</b>	
<b>Malcolm in the Middle (Fox)</b>	Niagara Falls sent materials for a bridal fair expo. Will follow-up with production about airdate, likelihood of exposure.
<b>Will &amp; Grace (NBC)</b>	One "Gay Games" T-shirt sent to wardrobe for possible placement on the show. Following-up.
<b>Queer as Folk (Showtime)</b>	Need more Gay Games materials – posters, brochures, tees, etc. – for placement ASAP. Sent Gay Games press kit to production, also pitching the possibility of incorporating the Montréal "Gay Games" into episodes and ongoing promotional support with Montreal.
<b>Amazing Race (CBS)</b>	Left message for Producer about shooting in Alberta next season. Show has not yet been picked up for next year, but they will pass along our message. Will check back in a few weeks.
<b>Law &amp; Order (NBC)</b>	Production requested a variety of posters and standees to keep on hand for travel agency sets.
<b>Friends (NBC)</b>	The show's wardrobe department would like to place a university sweatshirt on Matthew Perry. Still need the University of Toronto apparel.
<b>Crossing Jordan/ET Promotion (CBS)</b>	Entertainment Tonight is no longer doing remotes, even if we fund their travel. Need to select a similar show and pitch it with WS's assistance.

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<i>Weber Shandwick performed the following activities on behalf of the CTC March 2003</i>		
<b>Activity</b>	<b>Status/Next Steps</b>	
<b>Media Placements</b>	<b>Circulation</b>	<b>Advertising Value</b>
<b>New York Magazine – March 24, 2003</b>		
• Toronto	438,106	\$49,520
<b>Bride's Magazine – May/June 2003</b>		
• Vancouver and Vancouver Island	428,733	\$67,947

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<b>Main Line Times – Nov. 28, Dec. 5 and Dec. 12, 2002</b> • <b>Edmonton, Winnipeg and VIA Rail</b>	Total Circ.: 177,480	Total Ad Value: \$3,782
<b>Prime Time Monthly – February and March 2003</b> • <b>Edmonton, Winnipeg and VIA Rail</b>	Total Circ.: 120,000	Total Ad Value: \$2,970
<b>WRTI Philadelphia “Tours &amp; Detours” (2 radio segments) – Dec. 17 and Dec. 31, 2002</b> • <b>Edmonton, Winnipeg and VIA Rail</b>	570,000	\$9,000
<b>Total Circulation and Ad Value</b>	<b>1.7 million</b>	<b>\$133,219</b>
<b>Press Materials</b>		
<b>Canada Tourism Release</b>	Agency developed Canada Tourism Release based on 2002 tourism statistics. Distribution on hold pending appropriate timing.	
<b>News Bureau/Media Outreach</b>		
<i>The Steven Holt Show</i> (viewers: N/A)	Received a request for information from CTC regarding Steven Holt. Agency researched the program and forwarded recommendation to the CTC.	
<i>Travel Agent Magazine</i> (circ: 50,153)	Agency forwarded request for information on tour operators to CTC. Received feedback and redirected query.	
<i>Arthur Frommer’s Budget Travel</i> (circ: 500,000)	Reached out to freelancer Ana Figueroa. Forwarded her several Canadian story ideas. Follow up continues.	
<i>VIA Magazine</i> (circ: 2,630,000)	Agency worked with writer Lisa Trottier to include Fairmont Vancouver Airport’s pool in July issue of publication.	
<i>Good Morning America</i> (viewers: 5,937,000)	Agency reached out to contacts at GMA regarding the CTC’s presence in New York for MM03. Follow up continues.	
<i>The Price is Right</i> (viewers: N/A)	Agency liaised with Barbara Brennan at CBS Entertainment to provide updated visuals of Canadian prize giveaways.	
<i>Family Circle Magazine</i> (circ.: 4,671,052)	Agency met with editor-at-large, Margaret Jaworski, to discuss story opportunities.	
<i>Men’s Journal</i> (circ.: 620,614)	Forwarded Canadian deals to David Kaufman, for possible inclusion in summer travel on the cheap piece.	
<i>Plus Magazine</i> (circ.: 80,000)	Forwarded Mika Ryan’s contact on to contributing writer, Sue Thomas, who was interested on fishing in BC.	

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<b>Partner Support</b>	
<b>Tourism Québec</b>	Created labels for and forwarded 100 MM03 postcards to Yves Gentil.
<b>Tourism New Brunswick</b>	Per partner request, agency researched background information on "Travel World Radio Show."
<b>Tourism British Columbia</b>	Agency researched and forwarded a list of New York Times writers who focus on fishing for Karen Oppelt.
<b>Special Projects</b>	
<b>Media Monitoring</b>	Agency researching and forwarding media stories to the CTC regarding American views of Canada in response to the country's decision to not join war on Iraq.
<b>Media Site Re-launch</b>	Agency drafted e-mail to media announcing launch of the new media site. Distribution on e-mail is currently on hold per the CTC.
<b>Year-End Update</b>	Agency developed overview, map and grid for the CTC to share with the partners. Also forwarded suggested items for inclusion in the 2003 letter of agreement.
<b>FAM Trip Update</b>	Agency compiled and forwarded a comprehensive update on all past and upcoming FAM trips.
<b>Pure Canada Magazine Launch</b>	<ul style="list-style-type: none"> <li>• Agency drafted letter to be included with magazine mailing.</li> <li>• Developed media list for distribution.</li> <li>• It was decided that the CTC will coordinate through their distribution house.</li> </ul>

<b>Media Marketplace New York, May 5-7, 2003</b>	<ul style="list-style-type: none"> <li>• Agency developed media list for Atlantic Canada event.</li> <li>• Agency participated in training session on MM03 software with 3 Way Media.</li> <li>• Agency conducted follow-up calls with East Coast invited media to remind them to register.</li> <li>• Agency secured top media to fill all panel</li> </ul>
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	<p>positions. Drafted and distributed letters to each of the panelists thanking them for their participation.</p> <ul style="list-style-type: none"> <li>• Agency to arrange travel and accommodations for panelists traveling from out of town.</li> <li>• Agency hand delivered an invitation to Pamela Wallin.</li> <li>• Agency researched and relayed information regarding security at the Roosevelt Hotel and GMA studios.</li> </ul>
<b>Clipping Service</b>	<ul style="list-style-type: none"> <li>• Agency investigated cost of adding Air Canada to list of participating partners and forwarded to the CTC.</li> <li>• Agency forwarded monthly cost breakdown to the CTC.</li> </ul>
<b>Meetings/Conference Calls</b>	
<b>WS/CTC Conference Call March 5, 2003</b>	Discussed use of the MM03 Web site.
<b>WS/CTC Conference Call March 17, 2003</b>	Discussed roles and responsibilities for the Atlantic Canada event and MM03 follow-up.
<b>Rocky Mountain Railtours Luncheon March 13, 2003</b>	Tricia Rosentreter attended luncheon on behalf of the CTC. Discussed a possible joint press trip with M. Booth and Associates. Forwarded attendee list to the CTC.
<b>Media/Press/Events</b>	
<b>Fox 5/UPN</b>	Agency received information from the CTC regarding this promotion opportunity. Agency followed up with station directly and is scheduled to meet with Chuck Fleming on April 3 <sup>rd</sup> .

<b>Share Our Strength</b>	Agency reviewed promotional opportunity and relayed recommendations to the CTC.
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<p style="text-align: center;"><b>Spring Radio Promotions</b>  <b>3-Market Promotion</b></p> <ul style="list-style-type: none"> <li>• Los Angeles (KYSR-FM, KIIS-FM)</li> <li>• New York (WHTZ-FM)</li> <li>• Chicago (WTMX-FM, WLUP-FM, WND-FM)</li> </ul>	<ul style="list-style-type: none"> <li>• Acted as liaison between CTC and radio stations.</li> <li>• Assisted in drafting copy points for live and pre-recorded radio spots.</li> <li>• Coordinated copy and logo direction for web-based click &amp; win contest.</li> <li>• Coordinated schedule of Mountie appearance in Chicago.</li> <li>• Coordinated delivery of all giveaway products (Pure Canada Magazines, Clearly Canadian, etc.).</li> <li>• Drafted trip certificates for partner giveaways.</li> </ul>
<p style="text-align: center;"><b>Record-Herald News</b></p>	<p>Awaiting for winner to be chosen and then trip will be issued.</p>
<p style="text-align: center;"><b>Bergdorf Goodman</b></p>	<p>Agency received copies of the Spring issue in which the Canada ad and editorial was featured and forwarded to participating partners.</p>
INTERPRETING MARKETING TO THE CANADIAN	
<p style="text-align: center;"><b>Canada Wardrobe Items</b></p>	<p>Susan Iris is following up regarding the University of Toronto apparel order. These items have not been received.</p>
FILM PROMOTIONS	
<p style="text-align: center;"><b>X-Men II (20th Century Fox)</b>  <b>Release date: May 2, 2003</b></p>	<p>CTC giving (50) trips as sweepstakes prizes for the following X-Men 2 opportunities:</p> <ul style="list-style-type: none"> <li>• In-theatre promotions with Loews, Cinemark and Regal</li> <li>• www.IGN.com gaming site sweepstakes</li> <li>• <a href="http://www.x2-movie.com">www.x2-movie.com</a> sweepstakes</li> <li>• Radio promos in top markets including: LA, Seattle, Portland, Phoenix, Denver, San Diego, Las Vegas, Salt Lake City, San Francisco, Philadelphia, Boston, Pittsburgh, Washington DC, Albany, Cincinnati, Orlando, Dallas, Houston, Montreal, Minneapolis, St. Louis, Vancouver, Toronto</li> <li>• The Baltimore Sun promo ads</li> <li>• The City Paper (Baltimore) full page ad</li> </ul>

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	<ul style="list-style-type: none"> <li>• Good Day New York :60 sec on air segment</li> <li>• LA Times ads</li> <li>• Chicago Sun Times – TBD</li> <li>• Miami Herald – TBD</li> <li>• Houston Chronicle ad and online</li> <li>• Promo Ads in Riverfront Times/Alternative Weekly (St. Louis)</li> <li>• Kansas City Star ads</li> <li>• St. Paul Pioneer Press (Minneapolis)</li> <li>• CTC exploring tagging spring prints ads and/or radio</li> <li>• On air mentions on KWBA-TV Tucson</li> </ul> <p>Australia and Italy are interested in similar opportunities in their respective markets. CTC tagging radio and print ads in NY, Chicago &amp; LA.</p>
<b>PRODUCT PLACEMENT OUTREACH</b>	
<b>Malcolm in the Middle (Fox)</b>	Production used Niagara Falls materials for a bridal fair expo. Airdate TBD.
<b>Will &amp; Grace (NBC)</b>	One "Gay Games" T-shirt sent to wardrobe for possible placement on the show.
<b>Queer as Folk (Showtime)</b>	Show has wrapped filming for the season. New season is currently airing; will watch for exposure of t-shirts and posters. Will resume discussions with production about incorporating Gay Games into a storyline when filming resumes in October. Exploring cross-promotional opportunities with Showtime.
<b>Amazing Race (CBS)</b>	Show has not yet been picked up for next year, but will check back.
<b>Friends (NBC)</b>	Show has one episode left to tape this season. Would like to access University of Toronto apparel for possible placement next season.
<b>Crossing Jordan/ET Promotion (CBS)</b>	Entertainment Tonight is no longer doing remotes, even if we fund their travel. Need to select a similar entertainment show and pitch it with WS's assistance.

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<i>Weber Shandwick performed the following activities on behalf of the CTC April 2003</i>		
Activity	Status/Next Steps	
<i>One-to-One Relations</i>		
<i>Media Placements</i>	<i>Circulation</i>	<i>Advertising Value</i>
<b>Weekend Today – April 12, 2003</b> <ul style="list-style-type: none"> <li>Halifax, Nova Scotia, Niagara Falls, Vancouver, Victoria, Calgary, Banff and Air Canada</li> </ul>	4.9 million	\$401,000
<b>CNBC Squawk Box – May 6, 2003</b> <ul style="list-style-type: none"> <li>Charles Lapointe segment</li> </ul>	139,000	\$18,700
<b>Good Morning America – May 7, 2003</b> <ul style="list-style-type: none"> <li>“Canada is Open for Business” segment</li> </ul>	5.9 million	\$350,000
<b>Lincoln Road – Feb./March 2003</b> <ul style="list-style-type: none"> <li>Fairmont Chateau Frontenac</li> </ul>	30,000	\$2,250
<b>Black Men Magazine – April 2003</b> <ul style="list-style-type: none"> <li>Ice Hotel</li> </ul>	450,000	\$756
<b>Travel Agent – April 14, 2003</b> <ul style="list-style-type: none"> <li>CTC, Toronto</li> </ul>	50,153	\$6,236
<b>Hooked on the Outdoors – May 2003</b> <ul style="list-style-type: none"> <li>Yukon</li> </ul>	150,000	\$6,475
<b>Outside – June 2003</b> <ul style="list-style-type: none"> <li>Yukon</li> </ul>	645,000	\$380,000
<b>Total Circulation and Ad Value</b>	<b>12,264,153</b>	<b>\$1,165,417</b>
<i>News Bureau/Media Outreach</i>		
<i>Wall Street Journal</i> (circ. 1,800,607)	Weber Shandwick secured and escorted Charles Lapointe on editorial appointment with staff reporter Paula Szuchman.	
<i>New York Times</i> (circ. 1,113,000)	Weber Shandwick secured and escorted Charles Lapointe on editorial appointment with deputy travel editor Janet Piorko.	
<i>Forbes</i> (circ. 925,993)	Weber Shandwick secured editorial appointment with senior editor Alan Farnham for Charles Lapointe. Agency forwarded follow up materials.	
<i>Travel &amp; Leisure</i> (circ. 962,768)	Weber Shandwick secured editorial appointment with managing editor Mark Orwoll for Charles Lapointe.	
<i>Massage Magazine</i> (circ. 50,000)	Forwarded info on spas with ayurvedic treatments to freelancer Naomi Serviss, who is working on a piece slated for this summer.	
<i>Susan Breslow</i> <i>Freelancer/Online Travel Guru</i>	Forwarded CD-ROM of Niagara Falls images for inclusion in honeymoons.about.com.	

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<i>Boston Globe</i> (circ. 463,116)	Reached out to travel editor Joe Yonan about upcoming Canada section. Joe was all set with information. Canada travel story slated for May 5.
<i>The Buffalo News</i> (circ. 223,957)	Reached out to travel editor Joe Roland about upcoming Canada section. Joe was all set with information. Canada travel story slated for June 1.
<i>The Plain Dealer</i> (circ. 363,750)	Reached out to travel editor Dave Molyneaux about upcoming Canada section. Dave was all set with information. Canada travel story slated for May 4.
<i>Hartford Courant</i> (circ. 198,601)	Reached out to travel editor Gina Seay about upcoming Canada section. Gina was all set with information. Story on Niagara Falls ran on April 27.
<i>Seattle Times</i> (circ. 224,140)	Reached out to travel editor Terry Tazioli about upcoming Canada section. Terry was all set with information. Canada travel story slated for May 1.
<i>New York Times</i> (circ. 1,113,000)	Forwarded family packages for possible inclusion in scheduled family travel section slated for June 1.
<i>Sacramento Bee</i> (circ. 283,194)	Forwarded spa packages for possible inclusion in scheduled spa article slated for May 11.
<i>The Oregonian</i> (circ. 342,789)	Forwarded spa packages for possible inclusion in scheduled spa article slated for May 15.
<i>St. Louis Post-Dispatch</i> (circ. 287,424)	Forwarded family packages for possible inclusion in scheduled summer travel section slated for May 19.
<i>The Press Democrat</i> (circ. 102,186)	Forwarded family packages for possible inclusion in scheduled summer travel section slated for June 1.
<i>Elle</i> (circ. 1,000,638)	Forwarded information on ayurvedic spas for possible inclusion in scheduled travel article slated for the September issue.
<i>Endless Vacation</i> (circ. 1,193,473)	Forwarded information on ayurvedic spas for possible inclusion in scheduled spa article slated for the November issue.
<i>Food &amp; Wine</i> (circ. 951,751)	Forwarded information on winter festivals for possible inclusion in scheduled holiday travel article slated for the November issue.
<i>Grace</i> (circ. 200,000)	Forwarded information on Niagara-on-the-Lake and air deals for possible inclusion in scheduled weekend getaways article slated for the July issue.
<i>Men's Journal</i> (circ. 602,092)	Forwarded information on great Canadian drives for possible inclusion in scheduled road trip article slated for the August issue.
<i>Westchester Magazine</i> (circ. 67,000)	Forwarded family packages for possible inclusion in scheduled summer travel section slated for June 1.

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<i>National Geographic Adventure</i> (circ. 376,043)	Forwarded information on great Canadian drives for possible inclusion in scheduled road trip article slated for the July issue.
<i>Chicago Life</i> (circ. 50,000)	Forwarded information on fall festivals for possible inclusion in scheduled fall festivals article slated for August 17.
<b>Special Projects</b>	
<b>Clipping Service</b>	<ul style="list-style-type: none"> <li>Agency forwarded monthly cost breakdown to the CTC.</li> </ul>
<b>Media Marketplace</b> New York, May 5-7, 2003	
<b>Press Conference</b>	<ul style="list-style-type: none"> <li>Recommended and organized SARS press conference</li> <li>Developed press flow strategy document</li> <li>Developed media list</li> <li>Researched and drafted resource sheet</li> <li>Drafted and distributed media alert</li> </ul>
<b>Media Follow Up</b>	<ul style="list-style-type: none"> <li>Responsible for ensuring strong, qualified media attendance at MM '03</li> </ul>
<b>Atlantic Canada Event</b>	<ul style="list-style-type: none"> <li>Responsible for local media attendance at Atlantic Canada opening night reception</li> </ul>
<b>Media Panels</b>	<ul style="list-style-type: none"> <li>Orchestrated media panels and keynote speaker</li> </ul>
<b>Event Support</b>	<ul style="list-style-type: none"> <li>Provided event logistical support</li> </ul>
<b>SARS Outbreak</b>	
<b>Counsel</b>	<ul style="list-style-type: none"> <li>Served as daily counsel to the CTC</li> </ul>
<b>Media Monitoring</b>	<ul style="list-style-type: none"> <li>Daily media monitoring of coverage; forwarded to the CTC</li> </ul>
<b>Media Training</b>	<ul style="list-style-type: none"> <li>Served as liaison with media trainer</li> <li>Developed and drafted key messages and Q&amp;A's for media training</li> </ul>
<b>Editorial Appointments and Interviews</b>	<ul style="list-style-type: none"> <li>Secured interviews and editorial appointments with <i>CNBC Squawk Box</i>, <i>Wall Street Journal</i>, <i>New York Times</i>, <i>Forbes</i> and <i>Travel &amp; Leisure</i>.</li> </ul>
<b>Meetings/Conference Calls</b>	
<b>WS/CTC Conference Call</b> April 14, 2003	Discussed MM03/Atlantic Canada event follow up.
<b>WS/CTC Conference Call</b> April 21, 2003	Discussed SARS outbreak and press conference at MM '03.
<b>WS/CTC Conference Call</b> April 25, 2003	Discussed SARS outbreak and press conference at MM '03.
<b>WS/CTC Conference Call</b> April 28, 2003	Discussed SARS outbreak and press conference at MM '03.

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<b>WS/CTC Conference Call May 2, 2003</b>	Discussed SARS outbreak and press conference at MM '03.
<b>Promotional Opportunities</b>	
<b>Fox 5/UPN</b>	Agency received information from the CTC regarding this promotion opportunity. Agency followed up with station directly and met with Chuck Fleming on April 3 <sup>rd</sup> . Agency determined that station's audience is not the appropriate target demographic for the CTC
<b>Share Our Strength</b>	Agency reviewed promotional opportunity and relayed recommendations to the CTC.
<b>Spring Radio Promotions 3-Market Promotion</b> <ul style="list-style-type: none"> <li>• Los Angeles (KYSR-FM, KIIS-FM)</li> <li>• New York (WHTZ-FM)</li> <li>• Chicago (WTMX-FM, WLUP-FM, WND-FM)</li> </ul>	<ul style="list-style-type: none"> <li>• Acted as liaison between CTC and radio stations.</li> <li>• Assisted in drafting copy points for live and pre-recorded radio spots.</li> <li>• Coordinated copy and logo direction for web-based click &amp; win contest.</li> <li>• Coordinated schedule of Mountie appearance in Chicago.</li> <li>• Coordinated delivery of all giveaway products (Pure Canada Magazines, Clearly Canadian, etc.).</li> <li>• Drafted trip certificates for partner giveaways.</li> </ul>
<b>Record-Herald News</b>	Winner was chosen and awaiting for trip to be redeemed.
<b>Bergdorf Goodman</b>	Agency received copies of the Spring issue in which the Canada ad and editorial was featured and forwarded to participating partners.
<b>Canada Wardrobe Items</b>	
<b>Canada Wardrobe Items</b>	Susan Iris is following up regarding the University of Toronto apparel order. These items have not been received. Network TV Shows are currently on hiatus.
<b>FILM PROMOTIONS</b>	
<b>X-Men II (20<sup>th</sup> Century Fox) Release date: May 2, 2003</b>	<p>Movie released on May 2 with a record breaking \$85 million in its first weekend. Waiting for feedback regarding sweepstakes entries and feedback from partners.</p> <p>Met with Fox Home Video division and Susan Iris to begin exploratory discussions regarding DVD release, which is Nov. 25, 2003.</p>

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<b>PRODUCT PLACEMENT OUTREACH</b>	
<b>Sex and the City (HBO)</b>	Show is back in production for the final twenty episodes. Exploring whether or not the show will be open to remote shoots.
<b>Queer as Folk (Showtime)</b>	Show has wrapped filming for the season. New season is currently airing; will watch for exposure of t-shirts and posters. Will resume discussions with production about incorporating Gay Games into a storyline when filming resumes in October. Exploring cross-promotional opportunities with Showtime.
<b>Amazing Race (CBS)</b>	Season #4 will air this summer. Season #5 has not been green lit yet. Sent follow-up letter to Producers to remind them of our interest.
<b>Race to the Altar (NBC)</b>	New NBC reality show is looking to award one couple, after a series of challenges, with a dream wedding that will be broadcast on NBC. The location of the wedding is TBD. Exploring wedding location possibilities with CTC in order to submit a proposal to NBC. Wedding will be shot on location in late August or early September.
<b>Wonder Falls (FOX)</b>	New hour long drama from Fox that has a 13-episode commitment. About a Niagara Falls souvenir shop worker's life who is turned around when she has a nervous breakdown and finds that inanimate animal characters - figurines, cartoons - are talking to her. Their cryptic messages inspire her to help those in need. The series may very well debut in the summer as part of Fox's plans to do year round first run shows and to blunt the negative effects of their sports commitments on their Fall launches. Have contacted production to see if we can assist them in any way.

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<i>Weber Shandwick performed the following activities on behalf of the CTC May 2003</i>		
<b>Activity</b>	<b>Status/Next Steps</b>	
<b>Media Placements</b>	<b>Circulation</b>	<b>Advertising Value</b>
<b>The Other Half (NBC, National) – May 7, 2003</b> • Family summer travel to Canada (Emily Kaufman interview)	1.2 million	\$10,000
<b>BRIDE'S – Summer 2003</b> • Vancouver and Whistler	448,608	\$118,904

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<b><i>Diversion – May 2003</i></b> • <b>Yukon</b>	194,300	\$81,175
<b><i>Quality Life</i> magazine – May/June 2003</b> • <b>Vancouver Island</b>	105,000	\$1,100
<b><i>Family Travel Forum – Online Media</i></b> • <b>Nova Scotia</b>	45,000/unique visitors per month	N/A
<b>Total Circulation and Ad Value</b>	<b>1,992,908</b>	<b>\$211,179</b>
<b>News Bureau/Media Outreach</b>		
<i>New York Times</i> Syndicate	Forwarded lead on to partners from travel writer Everett Potter, who was looking for travel and hotel summer deals.	
<i>Travel Savvy</i> (circ.: N/A, new publication)	Agency liaised with managing editor, Alia Akkam, and Tourism Toronto to coordinate upcoming individual FAM trip. Alia is scheduled to visit Toronto from July 11-14, 2003.	
<i>Modern Nomad</i> (circ.: 80,000)	Agency liaised with editorial director, Paul Jacob, Ontario Tourism, Tourism Toronto and Niagara Falls Tourism to coordinate upcoming individual FAM trip. Paul is scheduled to visit Niagara Falls and Toronto from June 28-July 4, 2003.	
<i>Forbes FYI</i> (circ.: 860,000)	Agency liaised with freelancer Margaret Shakespeare, Tourism Victoria and Clayoquot's PR contact to coordinate upcoming individual FAM trip. Margaret is writing a piece for <i>Forbes FYI</i> on kayaking. She is scheduled to visit Vancouver Island from June 16-20, 2003.	
<i>Lincoln Road, Poder and LOFT</i> (combined circ.: 195,000)	Agency liaising with travel editor, Valeria Escobari, and Tourisme Montréal to coordinate upcoming individual FAM trip. Valeria was scheduled to visit Montréal the weekend of June 14 <sup>th</sup> . Tourisme Montréal could not host Valeria that weekend due to the Grand Prix Formula One Racing. Valeria rescheduled her trip to July. Date TBD.	
<i>D (Dallas) Magazine</i> (circ.: 60,465 )	Forwarded information on Canadian ski destinations for possible inclusion in ski travel article slated for October 2003.	
<i>Golf for Women</i> (circ.: 403,564)	Forwarded information on spa/golf packages this fall for possible inclusion in article slated for September 2003.	
<i>Seattle Times</i> (circ.: 224,140)	Reached out to travel editor Terry Tazioli about upcoming Canada section. Terry was all set with information. Canada travel story slated for July 1.	
<i>Seattle Post-Intelligencer</i>	Reached out to travel editor John Engstrom about	

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<i>(circ.: 166,687)</i>	upcoming Canada section. John was all set with information. Canada travel story slated for July 1.
<i>Hamptons</i> <i>(circ.: 37,000)</i>	Forwarded information on Canadian summer deals for possible inclusion in travel article slated for June 20.
<i>National Geographic Adventure</i> <i>(circ.: 376,043)</i>	Forwarded information on Minette Bay Lodge in BC for possible inclusion in adventure travel article slated for August 2003.
<i>Maryann Hammers, Freelancer</i> <i>Robb Report (circ.: 106,569), The Knot</i> <i>WEDDINGPAGES (circ.: 1.2 million) and</i> <i>women's magazines</i>	Discussed story angles with Maryann for an upcoming piece in a major women's magazine. Maryann mentioned she was only including places she had previously visited in that piece. Discussed upcoming BC 2010 media fam with Maryann and she was very interested. Tourism BC to liaise with Maryann directly.
<i>New York Times</i> <i>(circ.: 1,113,000 )</i>	Forwarded query from Jane Levere looking for summer deals on to Tourism Toronto.
<i>BRIDE'S</i> <i>(circ.: 448,608)</i>	Freelancer Margaret Shakespeare is including the Hastings House on a piece for <i>BRIDE'S</i> . We also put her in touch with Tourism Victoria for additional information on the Gulf Island.
<i>The Tonight Show with Jay Leno</i> <i>(viewership: 6,000,000)</i>	Agency arranged conference call with Sgt. Steve Smedley to discuss possible <i>Tonight Show</i> opportunity with RCMP Training Camp. Forwarded information on to producer Scott Atwell and currently awaiting feedback and next steps.

<b>Further Support</b>	
<b>Tourism British Columbia</b>	<ul style="list-style-type: none"> <li>• Agency held conference call with CTC and Tourism BC to discuss upcoming media opportunities for 2010 announcement.</li> <li>• Agency researched non-travel contacts and developed media list for 2010 media fam trip.</li> <li>• Agency contacted Gourvitz Communications and submitted proposed budget and recommendations for b-roll distribution in conjunction with 2010 announcement.</li> </ul>

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<b>Newfoundland &amp; Labrador</b>	Agency developed list of top national broadcast outlets and distributed Iceberg b-roll. In addition, forwarded list of broadcast outlets to Gillian Marx for follow up.
<b>Media Marketplace New York, May 5-7, 2003</b>	
<b>Press Conference</b>	<ul style="list-style-type: none"> <li>• Recommended and organized SARS press conference</li> <li>• Developed press flow strategy document</li> <li>• Developed media list</li> <li>• Researched and drafted resource sheet</li> <li>• Drafted and distributed media alert</li> </ul>
<b>Media Follow Up</b>	<ul style="list-style-type: none"> <li>• Responsible for ensuring strong, qualified media attendance at MM '03</li> </ul>
<b>Atlantic Canada Event</b>	<ul style="list-style-type: none"> <li>• Responsible for local media attendance at Atlantic Canada opening night reception</li> </ul>
<b>Media Panels</b>	<ul style="list-style-type: none"> <li>• Orchestrated media panels and keynote speaker</li> </ul>
<b>Event Support</b>	<ul style="list-style-type: none"> <li>• Provided event logistical support</li> </ul>
<b>Post -event Follow Up</b>	<ul style="list-style-type: none"> <li>• Researched high-end purveyor of foie gras and cheese in Montréal. Liaised with Gilles Bengle. Purchased thank you gift Ruth Reichl for being the key-note speaker, and hand-delivered to her office.</li> <li>• Drafted thank you notes to media panelists on behalf of CTC and WS.</li> </ul>
<b>SARS Outbreak</b>	
<b>Counsel</b>	<ul style="list-style-type: none"> <li>• Served as daily counsel to the CTC.</li> </ul>
<b>Media Monitoring</b>	<ul style="list-style-type: none"> <li>• Daily media monitoring of coverage; forwarded to the CTC.</li> </ul>
<b>Media Training</b>	<ul style="list-style-type: none"> <li>• Served as liaison with media trainer.</li> <li>• Developed and drafted key messages and Q&amp;A's for media training.</li> </ul>
<b>Editorial Appointments and Interviews</b>	<ul style="list-style-type: none"> <li>• Accompanied Charles Lapointe to interview with CNBC Squawk Box and editorial appointment with the <i>Wall Street Journal</i>.</li> <li>• Additional editorial appointments secured include the <i>New York Times</i>, <i>Forbes</i> and <i>Travel &amp; Leisure</i>.</li> </ul>
<b>Special Projects</b>	
<b>June Sampling Events in NY, SF and Boston June 20 &amp; 21, 2003</b>	<ul style="list-style-type: none"> <li>• Agency recommended that the CTC conduct sampling in major markets with a Mountie and Canadian products handed out to communicate</li> </ul>



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	<p>all that Canada has to offer travelers this summer.</p> <ul style="list-style-type: none"> <li>• Agency has started coordination with CTC and sampling vendor to execute a “consumer” and “commuter” event in each market simultaneously.</li> </ul>
<b>Mad Cow Outbreak</b>	<ul style="list-style-type: none"> <li>• Daily media monitoring of coverage; forwarding to the CTC.</li> </ul>
<b>Clipping Service</b>	<ul style="list-style-type: none"> <li>• Agency forwarded monthly cost breakdown to the CTC.</li> <li>• Agency liaised with LUCE to limit SARS and mad cow clips.</li> <li>• Agency liaising with LUCE to limit 2010 announcement clips.</li> </ul>
<b>Meetings/Conference Calls</b>	
<b>Meeting with Partners May 8, 2003</b>	Agency met with Richard Séguin from Québec City and Area Tourism and Maude Bedard from Ski Mont-Sainte-Anne/Stoneham/Le Massif to discuss opportunities.
<b>Weber Shandwick/CTC/Tourism BC Conference Call May 21, 2003</b>	Agency held conference call with CTC and Tourism BC to discuss media efforts for the 2010 Vancouver bid.
<b>Weber Shandwick/CTC May 30, 2003</b>	Agency met with Susan Iris in New York to discuss upcoming sampling events.

<b>Promotional/Share Our Strength Media Opportunity</b>	
<b>Share Our Strength</b>	Agency reviewed promotional opportunity and relayed recommendations to the CTC.

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<b>Spring Radio Promotions</b> <b>3-Market Promotion</b> <ul style="list-style-type: none"> <li>• Los Angeles (KYSR-FM, KIIS-FM)</li> <li>• New York (WHTZ-FM)</li> <li>• Chicago (WTMX-FM, WLUP-FM, WND-FM)</li> </ul>	Agency compiling reports from each station and will forward a complete wrap-up report to the CTC.
<b>Record-Herald News</b>	Winner was chosen and awaiting for trip to be redeemed.
<b>Bergdorf Goodman</b>	Agency received copies of the Rewards Brochure in which the Canada package editorial and image were featured and forwarded to participating partners.
<b>ENTERTAINMENT OUTREACH</b>	
<b>Canada Wardrobe Items</b>	Susan Iris is following up regarding the University of Toronto apparel order. These items have not been received. Network TV shows are currently on hiatus.
<b>FILM PROMOTIONS</b>	
<b>X-Men II (20th Century Fox)</b> <b>Release date: May 2, 2003</b>	<p>Movie released on May 2 with a record breaking \$85 million in its first weekend. Waiting for feedback regarding sweepstakes entries and feedback from partners.</p> <p>Met with Fox Home Video division and Susan Iris to begin exploratory discussions regarding DVD release, which is Nov. 25, 2003.</p>
<b>PRODUCT PLACEMENT OUTREACH</b>	
<b>Sex and the City (HBO)</b>	Season #6 premieres June 22, 2003. Exploring whether or not the show will be open to remote shoots.
<b>Queer as Folk (Showtime)</b>	<p>Show has wrapped filming for the season. New season is currently airing; will watch for exposure of t-shirts and posters. Will resume discussions with production about incorporating Gay Games into a storyline when filming resumes in October.</p> <p>Exploring cross-promotional opportunities with Showtime.</p>
<b>Amazing Race (CBS)</b>	Season #4 began May 29, 2003. Season #5 has not been greenlit yet. Sent follow-up letter to producers to remind them of our interest.
<b>Race to the Altar (NBC)</b>	New NBC reality show is looking to award one couple, after a series of challenges, with a dream wedding that will be broadcast on NBC. The location of the wedding is TBD. Received wedding

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	proposal and will present to network the week of 6/2/03. Wedding will be shot on location in late August or early September.
<b>Wonder Falls (FOX)</b>	New hour long drama from Fox that has a 13-episode commitment. About a Niagara Falls souvenir shop worker's life who is turned around when she has a nervous breakdown and finds that inanimate animal characters - figurines, cartoons - are talking to her. Their cryptic messages inspire her to help those in need. The series will debut in January 2004. Production office being set up right now.
<b>"Untitled Nancy Meyers"/ Revolution</b>	Starring Jack Nicholson and Diane Keaton. Sent assorted Canada posters for set dressing in a travel agency.
<b>"Taking Lives"/ Warner Bros.</b>	Starring Angelina Jolie and Ethan Hawke. Sent assorted Canada posters for set dressing in bus kiosks. (Film set in Montréal.)

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<i>Weber Shandwick performed the following activities on behalf of the CTC June 2003</i>		
<b>Activity</b>	<b>Status/Next Steps</b>	
<b>Core Public Relations</b>		
<b>Media Placements</b>	<b>Circulation</b>	<b>Advertising Value</b>
<b><i>Celebrated Living – Spring 2003</i></b>		
• <b><i>Whistler and Mont Tremblant</i></b>	144,000	\$37,000
<b><i>KTSF (Ind. Station) – June 20, 2003</i></b>		
• <b><i>"Come See Canada" segment with Mountie and CTC rep</i></b>	12,000	\$1,350
<b>Total Circulation and Ad Value</b>	<b>156,000</b>	<b>\$38,350</b>
<b>News Bureau/Media Outreach</b>		
<b><i>The Tonight Show with Jay Leno</i></b> <b><i>(viewership: 6,000,000)</i></b>	Weber Shandwick continues to liaise with Tonight Show producer Scott Atwell regarding Mountie Training Camp segment.	
<b><i>Maryann Hammers, Freelancer</i></b> <b><i>Robb Report (circ.: 106,569), The Knot</i></b> <b><i>WEDDINGPAGES (circ.: 1.2 million) and</i></b> <b><i>women's magazines</i></b>	Weber Shandwick put Maryann in touch with Tourism BC. Maryann is set to attend the Vancouver 2010 press trip.	
<b><i>Lincoln Road, Poder and LOFT</i></b> <b><i>(combined circ.: 195,000)</i></b>	Agency coordinating with travel editor, Valeria Escobari, and Tourisme Montréal for possible trip on the weekend of July 25. Valeria was supposed to travel in June, but Tourisme Montréal could not host her that weekend due to the Grand Prix Formula One Racing.	

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<b><i>BRIDE'S</i></b> (circ.: 448,608)	Freelancer Margaret Shakespeare's piece on the Gulf Island scheduled to come out in the Sept. / Oct. issue. Agency put Margaret in touch with Tourism Victoria for information.
<b><i>Coast Magazine</i></b> (circ: 49,000)	Weber Shandwick coordinated air travel and accommodations to Vancouver and Vancouver Island for travel editor Amanda Anderson. Amanda's travel dates are August 22-28.
<b><i>National Geographic Traveler Online</i></b> (online media)	Provided Canadian package information for web site's A-list section, featuring top summer travel packages.
<b><i>Blue</i></b> (circ. 100,000)	Forwarded information on winter activities for possible inclusion in annual snow issue slated for October 2003.

<b><i>Robb Report</i></b> (circ. 106,569)	Writer Scott Haas was looking for information on restaurants that use "Manicaretti" products. Forwarded query to partners, but unfortunately, Scott was on a tight deadline and had to submit the piece.
<b><i>FamilyFun</i></b> (circ. 1,534,849)	Developing story ideas with Deborah Berry, regular contributor to the magazine. Deborah is meeting with her editor in early July and will pitch various story angles.
<b>CNN</b>	Agency forwarded producer Allison Agston's request for SARS statistics on to Isabelle Des Chenes.
<b>Japan Broadcast Network</b>	Forwarded request from senior correspondent Kimiko Aoki for SARS impact information on to Isabelle Des Chenes.
<b>Discovery Channel/XM Radio Opportunity with Paul Lasley and Elizabeth Harryman</b>	Agency researched and forwarded recommendation for CTC opportunity with travel show on XM Satellite Radio's Discovery Channel.
<b><i>The Learning Channel</i></b>	Forwarded b-roll of various provinces to TLC. Outside production company is working on an educational series on the history and geography of Canada. The program is part of the "cable in the classroom" series where teachers can videotape the segment and show in the classrooms for free. Liaised with the Yukon, Toronto and BC to obtain

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	b-roll for inclusion as well.
<b>Top Publications List</b>	Identified contacts and forwarded introduction materials.
<b>Partner Support</b>	
<b>Tourism Vancouver</b>	Agency developed U.S. meetings & incentive media list.
<b>Tourism British Columbia</b>	Agency provided clarification on b-roll distribution recommendations for Linda Flegal, Tourism Whistler. Agency also put Linda in direct touch with Gourvitz Communications, for distribution of BC b-roll in preparation for 2010 announcement.

<b>Special Projects</b>	
<p><b>June Sampling Events in NY, SF and Boston</b>  <b>June 20 &amp; 21, 2003</b></p>	<ul style="list-style-type: none"> <li>• Agency planned and executed a “Come See Canada” ambush marketing campaign in NY, SF and Boston with a Mountie and Canadian products handed out to communicate all that Canada has to offer travelers this summer.</li> <li>• Activities included serving as the liaison with sampling vendor on creating signage and t-shirts and liaison with CTC for sampling items.</li> <li>• Developed key messages and response statements for samplers in case questions were raised regarding SARS and/or seal hunts.</li> <li>• Develop media alert, handled distribution and follow-up.</li> <li>• A “consumer” and “commuter” event took place in each market on Friday, June 20 and Saturday, June 21.</li> <li>• A Weber Shandwick rep supervised the events in each market.</li> <li>• Coordinated interview with KTSF Channel 26 (independent station in SF).</li> <li>• A detailed recap was provided to the CTC on June 24.</li> </ul>
<p><b>Concert for Toronto – Radio Promotion</b>  <b>Blink 102.7 FM</b></p>	<ul style="list-style-type: none"> <li>• Agency liaised with advertising agency to secure</li> </ul>

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	<p>promotion and coordinated with radio station to provide concert ticket and trip giveaways to Toronto.</p> <ul style="list-style-type: none"> <li>Agency sending recap of ticket giveaways and air checks</li> </ul>
<b>James Beard House Luncheon for Chef Michael Pataran</b>	<ul style="list-style-type: none"> <li>Agency invited and followed up with targeted media at <i>Wine Spectator</i>, as well as select freelance journalists</li> <li>René Mack and Tricia Rosentreter attended luncheon on behalf of CTC</li> </ul>
<b>SARS / Mad Cow / Seal Hunt</b>	Daily media monitoring of coverage; forwarding to the CTC.
<b>Clipping Service</b>	Agency liaised with LUCE to limit seal hunt and Rolling Stones clips.

<b>Promotions/Special Events/ Marketing Partnerships</b>	
<p><b>Spring Radio Promotions</b>  <b>3-Market Promotion</b></p> <ul style="list-style-type: none"> <li>Los Angeles (KYSR-FM, KIIS-FM)</li> <li>New York (WHTZ-FM)</li> <li>Chicago (WTMX-FM, WLUP-FM, WND-FM)</li> </ul>	<p>Agency compiled reports from each station and forwarded a complete wrap-up report to the CTC.</p>
<b>EXPORT/IMPORT MARKETING EDUCATION</b>	
<b>Canada Wardrobe Items</b>	<p>Susan Iris is following up regarding the University of Toronto apparel order. These items have not been received. Network TV shows are currently on hiatus.</p>
<b>FILM PROMOTIONS</b>	
<p><b>X-Men II (20th Century Fox)</b>  <b>Release date: May 2, 2003</b></p>	<p>Promotion wrap up report being finalized. Met with Fox Home Video division and Susan Iris to begin exploratory discussions regarding DVD release, which is Nov. 25, 2003. Waiting for proposal from Fox.</p>
<b>PRODUCT PLACEMENT OUTREACH</b>	
<b>Sex and the City (HBO)</b>	<p>Season #6 premieres June 22, 2003. Exploring whether or not the show will be open to remote</p>

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	shoots.
<b>Queer as Folk (Showtime)</b>	Will present production with ideas about incorporating Gay Games into a storyline for the upcoming season. Filming resumes in October. Exploring cross-promotional opportunities with Showtime.
<b>Amazing Race (CBS)</b>	Season #4 began May 29, 2003. Season #5 has not been greenlit yet. Sent follow-up letter to producers to remind them of our interest.
<b>Race to the Altar (NBC)</b>	Presented wedding proposal to network the week of 6/2/03. Followed up with production but location and air date still TBD.
<b>Wonder Falls (FOX)</b>	New hour long drama from Fox that has a 13-episode commitment. About a Niagara Falls souvenir shop worker's life. The series will debut in January 2004. Production office being set up right now.

<b>"Untitled Nancy Meyers"/ Revolution</b>	Starring Jack Nicholson and Diane Keaton. Sent assorted Canada posters for set dressing in a travel agency.
<b>"Taking Lives"/ Warner Bros.</b>	Starring Angelina Jolie and Ethan Hawke. Sent assorted Canada posters for set dressing in bus kiosks. (Film set in Montreal.)
<b>MARKETING PARTNERSHIPS</b>	
<b>Jaguar / Land Rover</b>	Spoke to R&C client about possible media ride and drives in Canada. Client is interested in exploring for next car launch.
<b>Simeon Rice</b>	R&C client Simeon Rice will be launching two new apparel lines in Q4 2003 and Q4 2004. R&C is exploring possible catalog photo shoots in Canada.



Agreement Number: 53586

Agreement between the:

Canadian Tourism Commission  
55 Metcalfe Street  
Suite 600  
Ottawa, ON  
K1P 6L5

(hereinafter the "Commission")

AND

Weber Shandwick Worldwide  
640 Fifth Avenue  
New York, NY 10019

(hereinafter the "Contractor")

Project Title: Public Relations & Related Services

WHEREAS the Commission and the Contractor have previously executed an Agreement # CTC-2-U50572/01.

Whereas the Commission and the Contractor wish to amend agreement CTC-2-U50572/01 to reflect certain changes to the contents, format and Agreement #.

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements hereinafter contained, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the Commission and Contractor agree as follows:

#1)

Pursuant to the Article "Contract Period" The Commission now wishes to exercise its option to extend the Agreement term and replace the contents of Article with the contents and changes as described in item #2 below.

#2)

To delete the contents of the existing agreement and replace with those with the attached agreement contents in their entirety and the change the Agreement number to 53586.

Agreed to by

WEBER SHANDWICK WORLDWIDE

Authorizing Signature

Name

Date

Agreed to by

CANADIAN TOURISM COMMISSION

Signature

D. Fyfe

Date

2010 NOV 22 PM 3:22

NSD/CES/REGISTRATION  
UNIT



**AGREEMENT NO.: 53586**

1. Weber Shandwick Worldwide the ("Contractor") agrees to carry out the project (the "Project") described in Schedule B in accordance with the terms and conditions of this Agreement for the Canadian Tourism Commission (the "Commission"). The Project shall be carried out in close liaison with, and under the direction of, the Project Authority, Susan Iris or the authorized representative of the Project Authority.
2. The Project shall be carried out during the period that commences on March 1, 2003 and terminates on February 29, 2004 (the "Term"). The CTC reserves the right to exercise the option to extend this contract for one (1) additional one (1) year extension.
3. The Contractor acknowledges and agrees that it is the Contractor's responsibility to ensure, prior to commencing work under this Agreement, that it fully understands the Commission's requirements for the Project.
4. The total liability of the Commission under this Agreement is subject to the payment provisions and the reimbursement for expenses provisions set out in this Agreement plus any applicable Taxes. Fees and Expenses to be paid the Contractor shall be those set out in Schedule "C".
5. The additional terms and conditions set out in Schedule A shall form part of this Agreement.
6. If there is any conflict or inconsistency among the body of this Agreement and the schedules, the conflict or inconsistency shall be resolved by interpreting these components of the Agreement in accordance with the following order of precedence:
  - (i) the body of this Agreement;
  - (ii) Schedule A;
  - (iii) Schedule B;
  - (iv) and the remaining schedules equally.
7. This Agreement shall be interpreted in accordance with, and governed by, the laws in force in the Province of Ontario.

**SCHEDULE A -  
ADDITIONAL TERMS AND CONDITIONS**

**1. Project Technology**

- (a) The Contractor hereby assigns to the Commission, and warrants that it has the right to assign, all rights in the copyright works, the designs and the inventions generated in connection with the Project as such copyright works, designs, and inventions (the "Project Technology") come into existence from time to time. The Contractor warrants that all items delivered to the Commission in connection with the Project will be original work and does not do not infringe any existing patent, trade-mark, trade secret or copyright registered or recognized in Canada or elsewhere with respect to or in connection with the intended use of the Project or materials or both by the Commission and as such will be assigned to the Commission as Project Technology under the previous sentence.
- (b) Subject to clause (c), the Contractor warrants that at the time the Project Technology comes into existence it shall be free and clear of any claim, right or encumbrance that would interfere with the assignment under clause (a).
- (c) If execution of a document of assignment is required with respect to any particular aspect of the Project Technology, the Contractor shall execute, and cause all individuals who are involved in creating the Project Technology to execute, such documents as may be necessary in order that the Project Technology may be fully and effectively assigned to the Commission.
- (d) The Contractor agrees not to make use of the Project Technology other than in carrying out the Contractor's obligations under this Agreement.
- (e) Without limiting the generality of clause (a), the Commission shall have the right to exhibit the copyright works generated in connection with the Project (the "Project Copyrights").
- (f) The Contractor shall obtain, from all individuals who are to be involved in creating the Project Copyrights, waivers of all moral rights in the Project Copyrights.

**2. Indemnity**

- (a) The Contractor shall at all times indemnify and render harmless the Commission, its directors, officers, employees and any others for whom it may be responsible in law, from and against all losses, claims (including claims made by the Contractor's personnel under worker's compensation legislation), demands, awards, judgments, actions and proceedings by whomsoever made, brought or prosecuted
  - (i) in respect of loss of, damage to or destruction of property (including loss or damages sustained by the Contractor),
  - (ii) in respect of personal injury (including death),
  - (iii) resulting from breach of any of the warranties set out in this Agreement,
  - (iv) in respect of the use or disposal of anything furnished to the Commission pursuant to this Agreement (including, without limitation, the use of the Project Technology), except insofar as the losses, expenses or claims are directly and solely attributable to any modifications made by the Commission to the Project Technology, and
  - (v) all associated costs and expenses (including legal fees and disbursements) suffered or incurred by the Commission

arising out of, attributable to or in any way connected with this Agreement and whether or not caused by the Contractor's negligence, except to the extent to which such loss or damage has arisen out of the Commission's negligence. The Commission shall be deemed to hold the provisions of this clause that are for the benefit of the Commission, its directors, officers, and employees and any others for whom it may be responsible in law, in trust for those individuals as third party beneficiaries under this Agreement.

- (b) The liability of the Contractor to indemnify or reimburse the Commission under this Agreement shall not affect

or prejudice the Commission in the exercise of any other rights available to the Commission at law or in equity.

(c) The Contractor shall, at its own expense, procure and maintain any necessary insurance to fulfill its obligations under this Agreement.

(d) The Commission shall defend, indemnify and hold Contractor harmless from and against any loss, damage, liability, claim, demand, action, cost and expense (including reasonable attorneys' fees and costs) (collectively "Loss") resulting from claims made against Contractor by any third party, including any governmental agency, which arises out of or in connection with the Commission's obligations under Paragraph 8 above; information or materials supplied by the Commission or a third party authorized by the Commission to Contractor; or as a result of any governmental investigation, proceeding or administrative hearing regarding the Services. The Commission's indemnity obligations shall include, without limitation, payment to Contractor for any and all personnel time incurred in connections with any such claim, suit, proceeding or subpoena based upon Contractor's then-current hourly rates.

### **3. Payment Terms and Conditions**

a) Notwithstanding any other provision of this Agreement, no payment will be made by the Commission for costs incurred to remedy errors or omissions for which the Contractor is responsible or for work that is not performed to the satisfaction of the Commission.

b) Unless otherwise expressly stated, all amounts set out in this Agreement are stated in, and shall be paid in, United States dollars.

c) The Commission will pay amounts owing to the Contractor under this Agreement by cheque to address designated by the Contractor.

d) With respect to payments due under this Agreement, the Contractor shall submit invoices in triplicate to the Commission at the following address:

ACCOUNTS PAYABLE SECTION  
CANADIAN TOURISM COMMISSION  
55 METCALFE ST., SUITE 600  
OTTAWA, ON. K1P 6L5

e) On all invoices submitted the Contractor shall; (i) refer to Agreement No. 53586.

f) Payments shall be subject to the Fees, Expense structure and related invoicing procedures set out in Schedule C of this Agreement.

### **4. Warranties Re Capacity, Standard of Work and Quality of Items Delivered**

The Contractor warrants:

(a) that it has the status, capacity and authority to enter into this Agreement and that it is unaware of any facts that would prevent it from fulfilling its obligations under this Agreement,

(b) that it is free of any contractual or statutory rights or obligations in favour of any third party that would prevent or impair it from entering into or fulfilling its obligations under this Agreement,

(c) that by entering into this Agreement and fulfilling its obligations under this Agreement it will not knowingly be in breach of any existing contract or any statute, law, rule or regulation of any federal, provincial, state or local government or administrative agency,

(d) that it has the experience, expertise and resources necessary in order to fulfill its obligations under this Agreement,

(e) that all work to be carried out by the Contractor under this Agreement shall be carried out in a competent manner and meet or exceed the standards for such work as are generally acceptable in the industry, and

(f) that all items delivered by the Contractor under this Agreement will be of merchantable quality and fit for their intended purpose.

## **5. Termination or Suspension**

The Commission or the Contractor may, by giving thirty (30) days notice in writing to the other, terminate or suspend the work with respect to all or any parts of the Project not completed. In the event the Commission modifies or cancels any plans or work in process, the Commission agrees to assume Contractor's liability for all authorized commitments, to reimburse Contractor for all expenses incurred relating thereto, to pay Contractor any related service charges in accordance with the provisions of this Agreement relating thereto, and to indemnify Contractor for all claims and actions by third parties for damages and expenses that result from carrying out the Commission's instructions.

All Projects completed by the Contractor before the giving of such notice shall be paid for by the Commission in accordance with the provisions of the Contract and, for all Project work not completed before the giving of such notice, the Commission shall pay the Contractor's costs as determined under the provisions of the Agreement and, in addition, an amount representing a fair and reasonable fee in respect of such Projects.

Payment and reimbursement shall be made only to the extent that it is established to the satisfaction of the Project Authority of the Commission that the costs and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated.

Unless authorized in writing by the Commission, the Contractor shall not be entitled to be reimbursed any amount that, taken together with any amounts paid or becoming due to the Contractor under the Agreement, exceeds the Agreement price applicable to the work or the particular part thereof.

## **6. Obligation to Return the Commission's Property**

The Contractor agrees to return to the Commission, forthwith following a request from the Commission, all property of the Commission, including without limitation, all documents, writings, illustrations, models, devices, records and drawings, that was provided to the Contractor by the Commission for use by the Contractor in carrying out its obligations under this Agreement.

## **7. No Publicity**

Unless authorized in writing by the Project Authority, The Contractor shall not refer, expressly or by implication, to the Commission or to this Agreement in any advertising or other publicity release.

## **8. Confidentiality**

The Contractor shall keep confidential all information received from the Commission and all Project Technology and other information developed for the Commission in connection with this Agreement. The Contractor shall not use such confidential information except as required to carry out its obligations under this Agreement.

## **9. Compliance with Law**

The Contractor shall comply with all legislation directly or indirectly applicable to the performance of its obligations under this Agreement.

## **10. Independency of Contractor**

(a) The Contractor shall provide the personnel and services required to carry out its obligations under this Agreement as an independent contractor. There is no relationship of joint venture, partnership or agency between the Commission and the Contractor. As between the Commission and the Contractor, all personnel provided by the Contractor shall be and shall remain employees of the Contractor who shall be responsible for the arrangement of substitutions, pay, supervision, discipline, unemployment insurance, workers' compensation, leave, income tax, Canada or Quebec Pension Plan contributions and all other matters arising out of the relationship between employer and employee.

(b) The Contractor shall indemnify the Commission and hold the Commission harmless with respect to all claims, brought by any party, that are based on an employer – employee relationship arising out of the work to be performed under this Agreement.

#### **11. Waiver**

(a) No delay or omission by the Commission to exercise any right or power accruing upon any non-compliance or default by the Contractor with respect to any of the terms and conditions of this Agreement shall be construed as a waiver of such non-compliance or default.

(b) A waiver by the Commission of any breach of the terms and conditions of this Agreement shall not be construed to be a waiver of any preceding or succeeding breach.

(c) the Commission shall not be deemed to have waived any matter under this Agreement unless the Commission has given the Contractor a written notice that the Commission has waived the matter in question.

#### **12. Time**

Time shall be of the essence in this Agreement.

#### **13. Enurement**

This Agreement shall enure to the benefit of, and be binding upon, the successors and assigns of the Commission and the Contractor respectively.

#### **14. Severability**

If any term of this Agreement is found to be illegal or unenforceable by a court of competent jurisdiction that term shall be deemed severed from this Agreement.

#### **15. Surviving Provisions**

The terms and conditions of this Agreement relating to payments owing, indemnification, warranty obligations, confidentiality, publicity, the Contractor's responsibility for costs incurred to remedy errors, and the Project Technology shall survive the completion of the Project or termination of this Agreement.

#### **16. Notice**

For the purpose of this Agreement, any notices required to be given, may be personally delivered, sent by prepaid registered post, or facsimile addressed to the Commission as follows:

CANADIAN TOURISM COMMISSION  
55 METCALFE ST., SUITE 600  
OTTAWA, ON. K1P 6L5

and addressed to the Contractor at the address set out on page 1 of this Agreement.

Any notice sent by registered mail shall be deemed to have been received by the party to whom it was addressed on the second mail delivery day following the day on which it was posted. Any notice sent by facsimile shall be deemed to have been received by the party to whom it was addressed on the day following the day on which it was sent. No Saturday, Sunday, or statutory holiday shall be considered a business day. Either party may change its notice for addresses upon providing the other party of notice of such change.

#### **17. Force Majeure**

Neither Party shall be liable for the late performance under this Agreement due to matters beyond that Party's control preventing timely performance including, but not limited to, such matters as acts of God, strikes, riots, civil insurrection or war. If the Party prevented from performing under this Agreement on a timely basis immediately notifies the other Party of the matter preventing its performance and the probable length of the delay, the time for the postponing Party's performance under this Agreement shall be suspended for the duration of the matter. The

postponing Party agrees in such circumstances to use its best efforts to recover the time lost utilizing all resources reasonably required in the circumstances, including obtaining suppliers or services from other sources if the same are reasonably available.

## **18. Trademarks and Logos**

(a) Subject to clause (b), the Contractor acknowledges that nothing in this Agreement shall be interpreted as granting any license to the Contractor to use any of the Commission's trade-marks or logos and any such use by the Contractor is expressly prohibited.

(b) If the Commission gives the Contractor written instructions under this Agreement requiring the Contractor to incorporate any of the Commission's logos or trade-marks into a deliverable being produced by the Contractor, the Contractor shall use the Commission's logos or trade-marks for that limited purpose only.

(c) The Contractor shall not, in any promotional material, or other items used in the Commission's operations and that are primarily associated with the Commission adopt or use any mark, as a trade-mark or trade name, that includes character strings, in lower case letters, in upper case letters or any other mark that consists of, includes, is confusing with, or likely to be mistaken for, any of the Commission's trade-marks.

## **19. Language**

The Contractor and the Commission acknowledge that they have required this Agreement to be written in English. Les parties aux présentes reconnaissent qu'elles ont exigé que la présente entente soit rédigée en anglais.

## **20. Use of Materials By Third Parties.**

After material has been issued by Contractor to the news media or to another third party, its use is no longer under Contractor's control. Contractor cannot assure the use of news material by any news organization. Similarly, Contractor cannot control the form or manner of use by the news media or others of the material, including, but not limited to, the accurate presentation of information supplied by Contractor.

## **21. Duties On Third Party Contracts.**

Contractor's agreements with the Screen Actors Guild ("SAG") and the American Federation of Television and Radio Artists ("AFTRA") provide for Contractor to be ultimately liable to performers for payments that may become due because of use of Contractor-produced broadcast commercials by the Commission, its dealers, agents or employees or by anyone else who obtained the Contractor-produced materials from The Commission ("The Commission Representative").

Therefore, in the event Contractor provides broadcast advertising services to the Commission, The Commission will defend, indemnify and hold Contractor harmless against any Loss Contractor may sustain resulting from any claim, suit or proceeding made or brought against Contractor for use of any Contractor-produced materials by a the Commission Representative when such claim, suit or proceeding arises out of Contractor's obligations under the applicable SAG and AFTRA union codes or contracts relating to the production of commercials.

## **22. Failure of Media and Suppliers.**

Contractor shall endeavor to guard against any loss to the Commission as the result of the failure of media or suppliers to properly execute their commitments, but Contractor will not be responsible for their failure.

## **23. Non-Solicitation.**

During the Term hereof and for a six-month period thereafter, The Commission shall not solicit, employ, or attempt to employ (whether as employee, consultant or otherwise) any employee of Contractor without Contractor's prior written consent. If the Commission engages the services of an employee of Contractor during the Term hereof or six months thereafter, The Commission agrees to pay Contractor a fee calculated as twenty percent (20%) of that person's annual salary and any other compensation

## **24. Limitation Of Liability.**

In no event whatsoever shall either party be liable to the other hereunder for any incidental, indirect, special,

consequential or punitive damages or lost profits under any tort, contract, strict liability or other legal or equitable theory arising out of or pertaining to the subject matter of this Agreement, even if said party has been advised of the possibility of or could have foreseen such damages.

#### **25. The Commission's Obligations**

The Commission shall be responsible for the accuracy, completeness and propriety of: (a) information concerning the Commission's organization, products, services and competitors' products and services; (b) any ideas or directions provided to Contractor; (c) compliance with all securities laws and regulations and/or all other industry laws and regulations; (d) rights, licenses and permissions to use materials furnished to Contractor by the Commission or on the Commission's behalf in the performance of this Agreement; and (e) the content of any press releases or other disseminated statements approved by the Commission.

#### **26. Miscellaneous**

The application of the United Nations Convention on Contracts for the International Sale of Goods (the "Vienna Convention") is hereby expressly excluded.

#### **27. Entire Agreement**

(a) With respect to the subject matter of this Agreement, this Agreement constitutes the entire agreement between the Contractor and the Commission. There are no agreements collateral to this Agreement and the terms and conditions of this Agreement shall supersede the terms and conditions set out on the Contractor's confirmation and invoices. Without limiting the generality of the preceding sentence, no local, general or trade customs shall be deemed to vary the terms and conditions of this Agreement.

(b) This Agreement may only be amended by written agreement signed by the duly authorized representatives of the Contractor and the Commission.

## **SCHEDULE B DESCRIPTION OF THE PROJECT**

The Contractor shall develop a minimum of 6 press releases per year, in the US to disseminate major Canada news (e.g. tourism figures up, launch of Pure Canada). The Contractor will create and maintain a Canada News Bureau, editorial calendars, mailing lists, and a fact and visual library, as well as handle in-bound media inquiries, provide support for mutually agreed upon trade shows and develop and distribute up to 200 media press kits. Additionally, the Contractor agrees to provide the following:

### **Media Relations, Newsbureau and Media Fams:**

- Handle all media relations activities for the Commission in Canada including:
  - Recruit top journalists for individual press trips to Canada;
  - Assist with recruitment of top journalists for partner's group press trips to Canada, and coordinate and escort a minimum of 2 group press trips; and, but not limited to
  - Overseeing itineraries and transportation for opportunistic individual media fam trips as well s group press trips.
- Generate coverage for Canada in major national US print media outlets (consumer travel, consumer general interest, top travel, meeting, incentive trades) and work with a minimum of 200 journalists, editors and/or producers.
  - Major focus on 40 key, pre-agreed upon publications of primary interest to the Commission and its partners, develop highly specialized pitch strategy against each publication and its key editors.
  - Maintain regular calls and contact with major outlets;
  - Pitch story ideas to expanded group of major print magazines/newspapers against editorial calendar devised for Canada;
  - Develop and coordinate up to 4 media days with one-on-one deskside briefings as appropriate (based on partner interest and demand);
  - Arrange media appointments in New York City and around other media initiatives for the Commission's executives as required
- Generate coverage for Canada in major US broadcast media outlets
  - Outreach to TV location managers and producers for story scripting and placement opportunities. Objective : 10 product placements per year
  - Work with TV, radio and internet outlets on Canadian theme stories and angles. Objective: 5 major market network segments per year.
  - Pitch and coordinate remote shoots and interviews as appropriate

### **Special Events/Promotions:**

- Plan and execute a major special event in New York City that will provide national exposure to Canadian culture or broad-based appeal focused on experiential product. Large-scale media event to generate attention and awareness for Canada as a destination. Expand beyond boundaries of traditional Le Cirque media lunch and develop new concept for increased impact amongst target media.
- Develop recommendations for a new program of local media events in other markets across the U.S. to heighten interest and enthusiasm for these events.
- In conjunction with the marketing and advertising programs, assist in the development and delivery of targeted promotions that provide strong exposure to Canadian culture or broad-based appeal focused on experiential product – target 4 large-scale promotions.



- Support the Commission's fall and spring campaigns with radio promotions and additional promotional tactics to expand reach and awareness to consumers.
- Ensure strong, qualified media representation at the Canada Media Marketplace scheduled for April 2003 in New York City.
- Begin planning and execution for west coast media marketplace slated for 2004. Develop recommendations for new features to consider incorporating into media marketplace to generate more interest and excitement amongst attendees.

#### **Additional Requirements:**

- Drive brand building media attention to Canada;
- Develop and support business/corporate messages that facilitate the growth of the Canada brand;
- Continue development of good working rapport with the Canadian media relations partners and assist with their individual PR needs, within agreed upon Commission parameters.

#### **Reporting & Evaluation:**

- The Contractor agrees to submit monthly activity reports along with follow-up reports from individual and group press trips.

**Additional Activities:** The Contractor's annual fees also includes the provision of the following:

#### **Newsbureau**

Editorial calendars, mailing lists, clip service liaison,  
Inbound media inquiries, fact and visual library maintenance,  
Press kit distribution, database management, traditional and  
Non-traditional tradeshow support, monthly reports

#### **Press Release Campaign**

As required by the CTC, responsible for writing, editing, and distributing

#### **Print Media Outreach**

Targeted pitch campaign, with particular emphasis on top 40 vertical market magazines to be agreed upon by the Commission and key partners.

#### **Electronic Media Outreach**

Network, national cable and key major market broadcast media relations campaign

#### **Media Familiarization Trip Program**

Coordinate and escort a minimum of (2) group trips with approximately 6 media each,  
Opportunistically host individual media familiarization trips throughout the year to secure feature coverage.

#### **Major Promotions & TV Partnerships**

Explore and secure two major, multifaceted, large-scale promotions for the Commission to increase awareness for Canada among its target demographic set.

### **Large-Scale Special Events**

Plan and execute one major NY media event and develop analysis of, and new format for, ongoing special media events the Commission hosts throughout the country on an ongoing basis.

### **Media Marketplace Support**

For May 2003 event, agency to secure media marketplace attendees and assist with registration, handle media invitations and attendance at key events, coordinate media panels and keynote speaker duties, provide on-site logistical support and staffing at the event. Agency to begin preparations for May 2004 event and provide coordination assistance leading up to that event.

**SCHEDULE C  
FEES & PAYMENT PROVISIONS**

**CONTRACTOR FEE's AND OUT-OF-POCKET EXPENSES:**

<b>Fees*</b>	<b>OOP**</b>
<b>\$425,000</b>	<b>\$150,000</b>

\*Weber Shandwick Fees. Shall not exceed \$425,000 US funds - billable by the hour. Contractor shall bill CTC for professional hourly time charges incurred on a monthly basis for services during the previous and/or prior months.

\*\*The Weber Shandwick OOP is established at a maximum liability of \$150,000 US Funds, which will include monthly fees for the clipping service, to be billed as expenses are incurred.

**ENTERTAINMENT MARKETING – ROGERS & COWAN\*\*\***

<b>Fees****</b>	<b>OPP*****</b>
<b>\$50,000</b>	<b>\$25,000</b>

\*\*\*Outreach to TV location managers, and producers for story Scripting and placement opportunities, develop value-added promotions around release of major movies shot in Canada.

\*\*\*\*Rogers and Cowan Entertainment Marketing Fees shall not exceed \$50,000 US funds. Contractor shall bill the Commission in twelve equal monthly installments for professional time and services incurred during the previous and/or prior months.

\*\*\*\*\*Rogers and Cowan OOP shall not exceed \$25,000 US funds. The Contractor shall bill the Commission for professional hourly time charges incurred on a monthly basis for services during the previous and/or prior months.

<b>TOTAL</b>	<b>\$475,000</b>	<b>\$175,000</b>
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**\*\*Out of Pocket Costs ("OPP"):** Stated amounts reflect the agency's estimated OOP cost related to each initiative over the course of the year. Original invoices will include a summary of each charge incurred during the previous month(s).

The Commission shall reimburse Contractor for Contractor's reasonable, actual out-of-pocket expenditures upon The Commission's receipt of itemization thereof, including but not limited to pre-approved travel, trademark search reports, sales tax, syndicated research services, freight shipping, printing, production, mail, telephone, facsimiles, messenger and courier services. A standard markup of 20% is applied to vendor production and media purchases except sales tax. No outside expenses in excess of \$2,000 will be undertaken by Contractor without the Commission's approval. Outside vendor charges will be billed to the Commission based on 100% of the approved work being completed or received. Upon receipt of all charges from the vendor(s), the work will be reconciled and a final accounting will be sent to the Commission in the monthly invoice.

**Travel Costs**

If applicable, all travel shall be in accordance with the Commission's policy. All hospitality shall be in accordance with the Commission's Hospitality Policy. Both policies are available through the Office of the Chief Financial Officer and on the Commission's WEB site. Original receipts shall be submitted for all cost, except where otherwise stated. All travel must have prior approval from the Project Authority.

**Media**

Media will be billed and the timing of the Commission's payments shall be in such a way as to ensure that the Commission's payments will be received prior to or at the time the media commitment is made, regardless of when the release of funds to broadcast stations and print publications is due and owing, unless the Commission has

established a credit line in excess of the total media buy. Original media billing will be based on the cost of the media time or space ordered by Contractor on the Commission's behalf and will be adjusted to actual amounts once the station/publication invoices have been received and processed.

### **Invoicing**

The Contractor shall invoice the Commission for Fees and the reimbursable expenses incurred by Contractor during the previous and/or prior months, and any current outside vendor estimated or reconciliation amounts. Payment is due within thirty (30) days of the Commission's receipt of Contractor's invoice. In the event payment is not timely received, Contractor reserves the right to charge the Commission simple interest on any past due amounts computed at 1 1/2% over the prime rate of interest in effect at Citibank, N.A., in New York City until such payment is received. The Commission agrees to reimburse Contractor for any costs incurred (including reasonable attorneys' fees and court costs) in connection with Contractor's attempts to collect any sums that are over thirty (30) days past due. In the event of a disputed charge, The Commission shall notify Contractor in writing of the disputed amount within thirty (30) days of the invoice date, specifically identify the reason for the dispute, and pay all undisputed amounts owed while the dispute is under negotiation.